

Contract NO: ~~1507~~ 1757

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A G R E E M E N T

BETWEEN

THE COUNTY PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S CLERICAL ASSOCIATION

(January 1, 1991 through December 31, 1991)

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AGREEMENT BETWEEN THE COUNTY PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S CLERICAL ASSOCIATION

(January 1, 1991 through December 31, 1991)

THIS AGREEMENT made and entered into this                    day  
of                   , 1991, by and between the County Prosecutor of  
Essex County (hereinafter "Prosecutor") and the Essex County  
Prosecutor's Clerical Association (hereinafter sometimes  
referred to as the "Association").

Preamble

THIS AGREEMENT has as its purpose the promotion and  
maintenance of a harmonious relationship between the Prosecutor  
and the members of the Association in order to assure continued  
efficient and progressive service to the public by the Office of  
the Prosecutor of Essex County, New Jersey.

Article I: Recognition and Scope

Section 1:     The Prosecutor hereby recognizes the Association  
as the exclusive representative of all clerical  
employees of the Office of the Prosecutor of  
Essex County for the purpose of collective  
negotiations under and pursuant to Chapter 303,  
Laws 1968 (N.J.S.A. 34:13A-1 et seq.) with  
respect to salary, hours and other terms and  
conditions of employment in the negotiating unit  
described below:

**All Clerical Employees of the  
Essex County Prosecutor's Office**

**Section 2:** Unless otherwise indicated, the terms "employee" and "member" are used interchangeably in this Agreement, either of which term refers to a person or persons represented by the Association in the above-defined negotiation unit.

**Article II: Rights and Responsibilities of the  
Prosecutor and the Board of Chosen Freeholders**

**Section 1:** In order to administer effectively the affairs of the Prosecutor's Office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor by law prior to the signing of this Agreement.

**Section 2:** Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this Agreement.

**Article III: Discrimination and Coercion**

There shall be no discrimination, interference or coercion by the Prosecutor or anyone acting on behalf of the Prosecutor against the members represented by the Association because of membership or activity in said Association. The Association shall not intimidate or coerce employees of the Prosecutor into membership. Neither the Prosecutor nor the Association shall discriminate against any employee because of race, creed, age, color, sex or national origin.

**Article IV: Collective Negotiations Procedure**

**Section 1:** Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized representative.

**Section 2:** Collective negotiating meetings shall be held at the request of the Prosecutor or the Association at times and places mutually convenient.

**Section 3:** Members of the Association who may be designated to participate in meetings scheduled for the purpose of the negotiation of a collective negotiation agreement will be excused from their work assignments without loss of pay or without loss of compensatory time, if any shall have been approved.

#### Article V: Grievance Procedure

**Section 1:** Any dispute, difference or grievance regarding the interpretation, application or violation of policies, administrative decisions, and agreements, including this Agreement, affecting employees covered by this Agreement, shall be submitted in writing to the immediate supervisor within five (5) working days of the occurrence. The supervisor shall respond no later than five (5) working days from receipt of the written memorandum. Disputes as to the Prosecutor's decision on performance increments shall be subject to grievance under this procedure.

**Section 2:** If said supervisor does not respond within five (5) working days or said response does not solve the dispute, difference or grievance, then a memorandum shall be submitted to the Prosecutor. Within ten (10) working days of receipt of such memorandum, a conference shall be scheduled between representatives of the Association and representatives of the Prosecutor.

**Section 3:** In the event that such dispute, difference or grievance shall not be settled as a result of the above conference, the Prosecutor shall formally, within ten (10) working days of the conference, respond to the dispute, difference or grievance to the representative of the Association. Should said response to the dispute, difference or grievance not be satisfactory, the Association, and only the Association, has the right to submit said dispute, difference or grievance for arbitration to the New Jersey State Board of Mediation or the Public Employees Relations Commission, who shall designate an arbitrator.

**Section 4:** The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association shall have the right to submit a matter to arbitration.

**Section 5:** Any employee who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any question of violations of this Agreement shall not suffer any loss in wages or compensatory time by reason thereof.

Article VI: Salaries 

**Section 1:** Effective January 1, 1991 all clerical employees on the payroll as of the date of the execution of this Agreement shall receive an increase in their base annual salary of four (4) percent of the maximum salary range as the salary range was constituted on December 31, 1990, plus increments.

**Section 2:** The employee, by job performance, must earn the incremental payment claimed and if the Prosecutor takes a position that such employee member claiming such incremental payment has not, by job performance, earned such a payment then in that event, upon the presentation of proper proofs establishing such conclusion, the Prosecutor has the right to deny either permanently or temporarily, the incremental payment claimed due by any involved employee. Any employee denied an increment may have their claim reviewed by the Association. If the Association feels that the employee has been unfairly denied an increment, the Association may file a grievance on their behalf.

**Section 3:** The Prosecutor shall forward the appropriate personnel documents to the County no later than March 31, 1992, to effectuate payment of merit increments, provided all appropriate supervisor evaluations are completed and received by the Prosecutor by January 31, 1992.

Section 4: The County will institute a payroll hold back not to exceed one week.

Article VII: Hours of Work

Section 1: The normal work day for all members of the Association shall be seven hours a day, inclusive of a one-hour lunch. The hours shall be staggered between 8:00 A.M. and 5:00 P.M., however, each employee's schedule will be thus continuously.

Section 2: Compensation for special shift duty will be paid to any member required to work in a work shift comprised of hours other than the customary period staggered between 8:00 a.M. and 5:00 P.M. Said compensation will consist of an hourly rate fifteen (15) percent higher than that existent under the regular salary provisions contained herein as they apply to the member during the special shift.

Article VIII: Overtime

Section 1: Overtime shall mean only those hours worked beyond the normal work day. For all members of the association a normal work day shall be seven hours, notwithstanding employees approved for shift differential hours, inclusive of a one hour lunch. (See Article VII, Section 1).

Overtime shall accrue whenever any employee works more than thirty-five (35) hours per week. Only overtime which is approved and verified by a supervisor shall accrue.

Section 2: A. Compensatory Time shall be given for all hours worked over thirty-five (35) hours per week. Said Compensatory Time shall be at the rate of one (1) hour of Compensatory Time for every hour worked, except for weekend work which will be at a rate of one and one-half (1 1/2) for every hour worked.

- B. Overtime at the rate of one and one-half (1 1/2) times base salary (exclusive of longevity) shall be paid for all hours worked over thirty-five (35) hours per week. These overtime provisions will go into effect November 2, 1991.
- C. All overtime must be authorized by the Prosecutor or his designee in writing prior to actual work performed.

Article IX: Vacations

Vacations shall be granted to members of the Association as follows:

First year of employment:	1 day for each month of employment
Second through ninth year:	3 weeks
Tenth through nineteenth year:	4 weeks
After twenty years:	5 weeks

Any member who celebrates their tenth or twentieth anniversary under the employ of the Prosecutor's Office will be granted the additional vacation during the year in which they celebrate their anniversary.

Article X: Longevity

Longevity benefits shall continue in accordance with Freeholder Resolution No. 32342, copy of which is attached hereto.

Article XI: Health Benefits

Section 1: Hospitalization and medical surgical and Major Medical Insurance shall be provided. The insurance and premium payment therefore shall cover the employee and eligible family members as defined in the existing health benefits programs applicable to Essex County employees.

Section 2: The prepaid drug prescription plan now in existence shall be continued during the term of this Agreement.

**Section 3:** The intentment of the parties is acknowledged to be that employees and eligible family members shall also receive the benefit of any changes in health benefits (eyeglass or dental) that may occur during the term of this Agreement with respect to any other County employee, by virtue of any change in State or County Law.

**Section 4:** The County reserves the right to change, without negotiation, the manner in which Health Benefits are provided as long as such benefits are not reduced.

Article XII: Personal Days

**Section 1:** Each employee shall be entitled to an allowance of three (3) Administrative Leave Days upon written request to and approval of the Chief of County Detectives/Investigators.

**Section 2:** Wages of up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a spouse, child, mother or father, and up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a sister, brother, grandparent, mother-in-law, father-in-law, or other relative residing at the employee's household. Said days are exclusive of Administrative Leave Days.

Article XIII: Employee Liability

**Section 1:** Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, the County shall defray all costs of defending such action, including counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from financial loss resulting therefrom.

Section 2: Should any criminal action be instituted against any employee entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of their employment with the County and should such proceedings be dismissed or result in a final disposition in favor of such person, the County shall reimburse that employee for the costs of defending such proceedings, including counsel fees and expenses of the original hearing or trial and all appeals.

#### Article XIV: Holidays

Section 1: Employees shall be granted the following paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

In addition, at the discretion of the Prosecutor, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

#### Article XV: Compensation for Half-Hour

Compensation for extra half-hour worked will be given in accordance with prior contract negotiations and made a part hereof. (Copy of which is attached.)

### Article XVI: Sick Leave

The sick leave policy established by the County of Essex shall be continued during the term of this Agreement.

### Article XVII: Work Incurred Injury

Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall comply with all the provisions relating to disability benefits as per the Essex County Policy and Procedures dealing with Workers Compensation.

### Article XVIII: Maintenance of Standards

Section 1: The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of the Association members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2: Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any member pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Section 3: In accordance with N.J.S.A. 34:13A-5.3, proposed new rules as modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

### Article XIX: Term of this Agreement

Section 1: This Agreement shall continue in full force and effect until December 31, 1991, or until a new substituted Agreement is negotiated and executed, whichever shall last occur.

Section 2: The Prosecutor shall begin negotiating a new Agreement with the Association within a reasonable period following adoption of a final budget by the Essex County Board of Chosen Freeholders.

Section 3: The parties also agree that all benefits other than monetary can be negotiated throughout the term of this Agreement. Negotiations may be reopened upon request by either party after notice in writing.

Article XX: Civil Service Rules

Whenever there should appear to be a conflict between the terms of this Agreement and the Civil Service Law (N.J.S.A. 11:1-1, et seq.) or the Revised Civil Service Rules for the State of New Jersey (N.J.A.C. Title 4), the terms of the latter Law and Rules shall prevail.

Article XXI: Savings Clause

In the event that any Federal, State or County law or enactment having force of law or court decision shall cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

PROSECUTOR OF ESSEX COUNTY

BY:

HERBERT H. TATE, JR., PROSECUTOR

THE ESSEX COUNTY PROSECUTOR'S  
CLERICAL ASSOCIATION

BY:

Joanne Barone-Hall  
JOANNE BARONE-HALL, PRESIDENT

COMPENSATION FOR HALF-HOUR

All employees who were on the payroll of the Prosecutorial Office before January 31, 1972, and thru October 1, 1979, and still on the payroll up to and including when this contract is signed, shall be credited with twenty-five days in a leave bank, to be paid upon retirement, death or separation at the salary level in effect at the time of such retirement, or separation. Additionally, each employee on the payroll January 31, 1972, and thru October 1, 1979, and still on the payroll up to and including when this contract is signed, shall receive fifteen accummulateable compensatory days to be taken in future years. If not taken, upon separation, death, or retirement, the remaining days will be compensated as above.

Employees to be compensated as follows:

Alice Apostolico  
Eope Automa  
Patricia Barkay  
Sophie Billinson  
Donna Blatt  
Lorraine Camuso  
Patricia Casale  
Sandra Casale  
Rosetary Faccino  
Marella Iglii  
Delores Joyce  
Janet Kene  
Jeannette Kramer  
Paula Lamba  
Angelina Matrone  
Suziedah Nasir  
Mary O'Brien  
Linda Olivencia  
Margaret Pernatano

Diane Ricciardelli --  
Susan Rilli  
Gladys Romal  
June Rose -  
Susan Scavola  
Martha Thompson  
Marlene Walsh  
Barbara Weekley  
Eleanor Whica